



**NATIONAL OPEN UNIVERSITY OF NIGERIA
UNIVERSITY VILLAGE, PLOT 91 CADASTRAL ZONE
NNAMDI AZIKIWE EXPRESSWAY, JABI, ABUJA
FACULTY OF LAW
DEPARTMENT OF PRIVATE AND PROPERTY LAW
2020_1 EXAMINATION**

COURSE CODE: PPL 518

COURSE TITLE: ALTERNATIVE DISPUTE RESOLUTION II

COURSE UNIT: 4

TIME: 2 ½ HRS

Instruction: ANSWER QUESTION 1 (ONE) AND ANY OTHER 3 (THREE) QUESTIONS. (QUESTION 1 (ONE) ATTRACTS 25 MARKS), WHILE OTHERS ATTRACTS 15 MARKS EACH.

1. With the aid of relevant authorities, discuss the validity or otherwise of the arguments raised by Nigeria in the *P&ID v. Nigeria* arbitration/appeal proceedings – particularly,
 - a. Seat of arbitration
 - b. Capacity
 - c. Reliance on the evidence of a sole expert

2. The arbitration clause between Bendel Insurance Football Club (BIFC) and Paris Saint Germain Football Club (PSG) reads:

'In the event of a dispute under this agreement, it shall be referred to arbitration, which shall take place at the London International Arbitration Centre, UK under the UK Arbitration Act 6. The members of the arbitration tribunal shall be appointed in accordance with the Nigerian Arbitration and Conciliation Act. Proceedings shall be conducted in the English language and the decision of the arbitration tribunal shall be final and binding.'

Advise on the following:

- a. BIFC proposed the appointment of 7 arbitrators in line with the practice in the UK for football club disputes
 - b. To save cost, proceedings took place in the Registered Offices of BIFC at Samuel Ogbemudia Stadium, Benin City
 - c. The arbitration award was drawn up in Qatar during the World Cup and signed by one of the arbitrators and the CEOs of both football clubs.
3. Chief Oguenyi I, entered into a hire purchase agreement with his friend, Aka. The hire purchase agreement provided for arbitration in the event of a dispute. Following Aka's failure to meet his obligations Chief invited Bakassi Boys to deal with him.

Aka instituted a suit against him at the Edo State Customary Court alleging breach of contract. He also reported to the Police who charged Chief Ogbuenyi and the Head of the Bakassi Boys with attempted murder. Discuss the anomalies in this scenario.

4. Advise the parties to the following contracts on the suitability of arbitration for resolution of prospective disputes and preferred arbitral institution.
 - a. Versace Swimwear (Dubai) LLC (VSDL) wishes to engage the services of Flight Models (Dubai) LLC to model bikinis, thongs and see-through lace lingerie at the Dubai Fashion Week. Cost of arbitration, proximity to subject of transaction and possibility of enforcement are important to both parties.
 - b. Google wishes to enter into a software licensing contract with Facebook. The transaction will involve Google's transfer of source codes patented in the EU and US. The contract sum is \$66 Billion and will enable Facebook launch its app on the Google platform in 180 countries.
5. With the aid of relevant authorities, distinguish between the UK's definition of a domestic arbitration agreement and India's definition of same. Which of the definitions do you prefer and why.
6. Total (France) Ltd, Saipem Italia LLC, and NNPC have agreed to submit a dispute on wet gas and carbon fuel conversion to arbitration in Lagos, Nigeria under the Arbitration and Conciliation Act. Discuss the implications of the following comments made by parties to the proceedings:
 - a. 'Translator ko, interpreter ni... of course the language of the proceedings will be English language! Everyone knows that the language of Nigerian courts is English. Abi they want to change our lingua franca?'
 - b. 'So NNPC has not been informed of the selection of the tribunal Chairman Do they even know hearing commences tomorrow? We are in for an interesting session. '